



Indore Smart City Development Limited

Request for Proposal

“Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV and sound bar in ISCDL office Indore”

NIT No:12/ISCDL/20-21; Dated 12.06.2020

Indore Smart City Development Limited, Indore

Regd. Off.: Nehru Park, Indore (M. P.) 452 003, INDORE, Madhya Pradesh,

Ph. No.: 0731-2535572; *E-mail:* smartcityindore16@gmail.com

CIN: U75100MP2016SGC035528; *Website:* www.smartcityindore.org

INDORE SMART CITY DEVELOPMENT LIMITED

APPENDIX 2.10

TENDER DOCUMENT

FOR ITEM RATE ONLY IN WORKS DEPARTMENT AND OTHER DEPARTMENT

NIT No:12/ISCDL/20-21; Dated 12.06.2020

Agreement Number and Date : _____

Name of Work	:	"Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV and sound bar in ISCDL office Indore"
Name of the Contractor	:	
Probable Amount of Contract	:	
(Rs. In Figure)	:	Rs. -
(Rs. In Words)	:	Rs. .-
Contract Amount	:	
(Rs. In Figure)	:	_____
(Rs. In Words)	:	_____
Stipulated Period of Completion	:	10 Days

Tender Document Table of Contents

Section No	Particulars	Details
Section 1	Notice Inviting Tender	
Section 2	Instructions to Bidders (ITB)	
	Bid Data Sheet	
	Annexure – A	Key Dates
	Annexure – B	Affidavit
	Annexure – C	Prequalification Criteria
	Annexure – E	Specification
	Annexure – F	Procedure for participating in E-tendering
	Annexure – G	Joint Venture
	Annexure – H	Organizational Details
	Annexure – I	Technical Proposal
	Annexure – J	Financial Bid
	Annexure – L	Letter of Acceptance (LOA)
Section 3	Table of Clauses	
	Part-I	General Conditions of Contract (GCC)
	Contract Data	
	Annexure – V	Final Completion Certificate
	Annexure – W	Salient Features of Labour laws
	Part-II	Special Conditions of Contract (SCC)
Section 4	BILL OF QUANTITIES (B.O.Q.)	
Section 5	Agreement Form	

Section-1

INDORE SMART CITY DEVELOPMENT LIMITED

Nehru Park, Indore (M. P.) 452 003

NIT No:12/ISCDL/20-21; Dated 12.06.2020

Online Item rate tenders are invited for following works. Tender forms may be purchased online by the bidders having relevant experience.

S. No.	Name of Work	Cost of Tender Form	Earnest Money Deposit	Supply and installation Period
1.	"Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV and sound bar in ISCDL office Indore"	Rs. 2000.0	Rs. 6600.0	10 Days

Key Dates: -

S. No.	Description	Date and Time
1.	Last date for Purchase of Tender (Online)	18.06.2020 till 1730 Hrs.
2.	Last date for submission of tender (Online)	18.06.2020 till 1730 Hrs.
3.	Technical bid opening (Online)	19.06.2020 from 1730 Hrs.

Notes: -

- i) Tender Document and other details shall be available on Website-www.mptenders.gov.in
- ii) Amendment to NIT, if any would be published on website only.
- iii) The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.

Chief Executive Officer
Indore Smart City Development Limited, Indore

INDORE SMART CITY DEVELOPMENT LIMITED

Notice Inviting e-Tender

NIT No:12/ISCDL/20-21; Dated 12.06.2020

Online Item rate bids for the following works are invited from contractors and firms of repute fulfilling criteria and having relevant experience.

S.No.	Name of Work	Cost of Tender form (Rs.)	Earnest money Deposit (Rs.)	Period
1	"Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV and sound bar in ISCDL office Indore"	2000.0	6600.00	10 Days

1. All details relating to the Bid Document(s) can be viewed and downloaded from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) Pay the cost of Bid Document;
 - ii) Deposit the Earnest Money;
 - iii) Submit a check list; and
 - iv) Deleted

Details can be seen in the Bid Data Sheet

4. Eligibility for Bidders:
 - (a) deleted.
 - (b) deleted
 - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. Pre-qualification – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. Special Eligibility - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

Chief Executive Officer
Indore Smart City Development Limited, Indore

SECTION 2
INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF BID

The detailed description of work, hereinafter 'work', means
Supply and installation/fixing of 55 inch - 4K Ultra HD, High Dynamic Range (HDR), Smart TV (Android TV)
Providing and fixing HDMI cable with accessories and connection with computer/ laptop as per instruction with engineer in charge.

2. General Quality of Work:

The work shall have to be executed in accordance with the drawings (prepared by Contractor and approved by the competent authority), technical specifications specified in the Bid Data Sheet/ Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

3. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

4. ONE BID PER BIDDER

4.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data sheet). In case J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

4.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

5. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the ULB.

6. Site Visit and examination of works

The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for Supply of the work. All costs shall have to be borne by the bidder.

B. BID DOCUMENTS

7. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings,
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

8. The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall

be solely responsible for his failure to do so.

9. Pre-Bid Meeting (where applicable)

Wherever the Bid Data Sheet provides for pre-bid meeting:

- 9.1 Details of venue, date and time would be mentioned in the Bid Data Sheet. Any Change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 9.2 Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.
- 9.3 Minutes of the pre-bid meeting including the gist of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 9.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

10. Amendment of Bid Documents

- 10.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 10.2 All amendments shall form part of the Bid Document.
- 10.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

C. PREPARATION OF BID

- 11.** The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

12. DOCUMENTS COMPRISING THE BID

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the Bid Data Sheet:

- i. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet
- ii. Payment of the cost of Bid Document;
- iii. Earnest Money; and
- iv. EPF Registration
- v. An affidavit duly notarized. – not required

Part 2 – This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the Bid Data Sheet. Online **Envelope B** shall contain a self-certified sheet duly supported by documents to demonstrate fulfillment of pre-qualification conditions.

Part 3 – This shall be known as Online **Envelope C** and would apply to all bids. **Envelope C** shall contain financial offer in the format prescribed enclosed with the Bid Data Sheet.

13. LANGUAGE

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and

the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

14. TECHNICAL PROPOSAL

14.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the Bid Data Sheet.

14.2 All the documents/ information enclosed with the technical proposals should be self-attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document/ information are found false/ fake/ untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/ guarantee, security deposit, enlistment deposit and take any other suitable action.

15. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data sheet, in item wise and not overall percentage. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT.
- ii. item wise rate shall be quoted in figures as well as in words. If any difference in figures and words found, lower of the two shall be taken as valid and correct.
- iii. The bidder shall have to quote rates inclusive labour, duties, taxes, royalties and other levies; and the Employer shall not be liable for the same. **GST**, paid extra as per prevailing rate.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet.

16. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in Bid Data Sheet after the date of "close for bidding" as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

17. EARNEST MONEY DEPOSIT (EMD)

17.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the Bid Data Sheet.

17.2 The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan. Deposit Receipt shall attach in hard copy submission.

17.3 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the Earnest money deposit.

D. SUBMISSION OF BID

18. The bidder is required to submit online bid duly signed digitally, and **Envelope "A"** in physical form also at the place prescribed in the Bid Data Sheet.

E. OPENING AND EVALUATION OF BID

19. PROCEDURE

19.1 **Envelope 'A'** shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelope 'A' does not contain all requisite documents, such bid shall be treated as nonresponsive, and **Envelope "B" and/or "C"** of such bid shall not be opened.

19.2 Wherever **Envelope 'B'** (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the **Envelope 'B'**. **Envelope 'C'** (Financial Bid) of bidders who are not qualified in Technical Bid (**Envelope 'B'**) shall not be opened.

19.3 **Envelope 'C'** (Financial Bid) of the qualified bidders shall be opened online at the time & date notified. The bidder shall have freedom to witness opening of the **Envelope 'C'**.

19.4 **After opening Envelope 'C' all responsive bids shall be compared to determine the lowest evaluated bid.**

19.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.

19.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.

20. Confidentiality

20.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

20.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

F. AWARD OF CONTRACT

21. Award of Contract

The Employer shall notify the successful bidder by issuing a 'Letter of Acceptance' (LOA) that his bid has been accepted.

22. Performance Security

22.1 Deleted

22.2 Additional performance security - Deleted

23. Signing of Contract Agreement

Deleted

24. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. "**corrupt practice**" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "**fraudulent practice**" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or

- other benefit or to avoid an obligation;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - d. **“Collusive practice”** means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

End of ITB

BID DATA SHEET

General

S.N.	Particulars	Data
1	Office inviting Tender	Indore Smart City Development Ltd., Indore
2,3	NIT No and Date	NIT No:12/ISCDL/20-21; Dated 12.06.2020
4	Bid document download Available from date & time	-
5	Website link	www.mptenders.gov.in

Section 1 – NIT

S.No.	Particulars	Data
1	Portal fees	Rs. _____ (shall be reflected on the portal)
2	Cost of bid document	Rs 2000.0
	Cost of bid document payable at	Bidders shall be directed to the payment gateway through the portal
	Cost of bid document in favor of	-
3	Affidavit format	Annexure B
4	Pre-qualifications required	Yes
	If Yes, details	As per Annexure C
5	Special Eligibility	-
	If Yes, details	As per Annexure D
6	Key Dates	Annexure A

Section 2 – ITB

Clause Reference	Particulars	Data
1	Name of work	"Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV and sound bar in ISCDL office Indore"
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	No
	If yes, requirement for Joint venture	As per ANNEXURE-G
9	Pre-bid meeting to held	NO
	If Yes, Date, Time & Place	-
12	Envelope –A containing: i.Registration number or proof of application for registration & organizational details as per Annexure 'H' ii.Cost of Bid Document iii.EMD iv.An affidavit duly notarized - not required Should reach in physical form	Submitted online only.
14	Envelope-B Technical Proposal	Annexure-I (Format I-1 to I-3)
	Envelope-C Financial Bid	Annexure – J

Clause Reference	Particulars	Data
15	Materials to be issued by the department	Nil
16	Period of Validity of Bid	120 Days
	Earnest Money Deposit	Rs. 6600.0
17	Forms of Earnest Money Deposit	The EMD shall be deposited online through portal via Debit card /Credit card / Net banking or System Generated Challan.
	EMD valid for a period of	120 days
21	Letter of Acceptance (LoA)	Annexure L
	Amount of Performance Security	-
22	Additional Performance Security, if any	-
	Performance security in the format	-
	Performance security in favour of	-
	Performance security valid up to	-

Key Dates & Events

S No.	Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1.		Purchase of Tender – Online			18.06.2020	1730 Hours	
2.		Bid Submission – Online			18.06.2020	1730 Hours	Envelope A,B and C
3.		Submission of Hard copy	deleted				
4.	Technical Bid/ Proposal Open (Envelope A and B)		19.06.2020	1730 Hours			Envelope A,B

|| AFFIDAVIT ||

(To be contained in Envelope A)
(On Non-Judicial Stamp of Rs.100)

I/we _____ who is/are _____ (status in the firm/company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that: I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the ULB).

I/we are fully responsible for the correctness of following self-certified information, documents and certificates:

1. That the self-certified information given in the bid document is fully correct and authentic.
2. That:
 - a. Copy of deposit receipt as earnest money, cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

4. In response to the tender Reference No: _____ I as an owner/ Partner/ Director of <<Name of Bidder>>, I/We hereby declare that <<Name of Bidder>>, is having unblemished past record and was not declared ineligible for corrupt and fraudulent practices and/ or blacklisted either indefinitely or for a particular period of time by any State Government/ Central Government/ Semi Government/ PSU/ Municipal agencies in India.

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Annexure – C

(See clause 5 of Section 1 NIT)

PRE-QUALIFICATIONS CRITERIA

1. The Bidder should supply only the make/brand SONY

(See clause 2 of Section 2-ITB & Clause 10 of GCC)

Specifications for TV

Required	AC Power Cord
	Batteries
	Operating Instructions
	Quick Setup Guide
	Table Top Stand
	Voice Remote Control
MODEL	Latest
Dimensions and Approx WEIGHT	
SCREEN SIZE (CM, MEASURED DIAGONALLY)	138.8 cm
DIMENSION OF TV WITHOUT STAND (W X H X D)	Approx. 1226 x 710 x 40 mm
DIMENSION OF TV WITH STAND (W X H X D)	Approx. 1226 x 714 x 255 mm
DIMENSION OF PACKAGE CARTON (W X H X D)	Approx. 1356 x 835 x 182 mm
STAND WIDTH	Approx. 470 mm
VESA® HOLE PITCH(W X H)	300 x 300 mm
APPROX WEIGHT OF TV WITHOUT STAND	Approx. 18.7 kg
APPROX WEIGHT OF TV WITH STAND	Approx. 22.3 kg
Connectivity	
WI-FI STANDARD	Wi-Fi Certified 802.11a/b/g/n/ac
ETHERNET INPUTS	1(Bottom)
BLUETOOTH PROFILE SUPPORT	Version 4.2; HID (mouse/keyboard connectivity)/HOGP (Low Energy device connectivity)/SPP (Serial Port Profile)/A2DP (stereo audio) ² /A VRCP (AV remote control)
SMARTPHONE CONNECTIVITY	Chromecast built-in
RF (TERRESTRIAL/CABLE) CONNECTION INPUT(S)	1(Bottom)
COMPOSITE VIDEO INPUT(S)	1 (Side)
HDMI INPUTS TOTAL	4(1Side,3Bottom)
HDCP	HDCP2.3 (for HDMI™1/2/3/4)
HDMI-CEC	Yes
HDMI AUDIO RETURN CHANNEL (ARC)	Yes (eARC)
DIGITAL AUDIO OUTPUT(S)	1 (Bottom)
HEADPHONE OUTPUT(S)	1 (Side)
USB PORTS	2 (Side)/1 (Bottom)
USB DRIVE FORMAT SUPPORT	FAT16/FAT32/exFAT/NTFS

USB PLAYBACK CODECS	MPEG1: MPEG1/MPEG2PS: MPEG 2/MPEG2TS (HDV, AVCHD): MPEG 2, AVC/MP4 (XAVC S): AVC, MPEG 4, HEVC/AVI: Xvid, MotionJpeg/ASF (WMV): VC1/MOV: AVC, MPEG4, MotionJpeg/MKV: Xvid, AVC, MPE G4, VP8. HEVC/WEBM: VP8/3GPP: MPEG4, AVC/MP3/ASF (WMA)/WA V/MP4AAC/FLAC/JPEG; WEBM: V P9/AC4/ogg/AAC/ARW (Screen n ail only)
Picture (Panel)	
Marketing_Agency_rfp.	OLED
DISPLAY RESOLUTION (H X V, PIXELS)	3840x2160
Picture (processing)	
HDR (HIGH DYNAMIC RANGE) COMPATIBILITY	Yes (HDR10, HLG, Dolby Vision)
PICTURE PROCESSOR	Picture Processor X1™ Ultimate
CLARITY ENHANCEMENT	4K X-Reality PRO Dual database processing Object-based Super Resolution
COLOUR ENHANCEMENT	Live Colour™ Technology Precision Colour Mapping Super bit mapping™ HDR TRILUMINOS™ display
CONTRAST ENHANCEMENT	Dynamic Contrast Enhancer Object-based HDR remaster Pixel Contrast Booster
MOTION ENHANCER (NATIVE HZ)	Motionflow™ XR, Auto mode
VIDEO SIGNAL SUPPORT	HDMI™ signal: 4096 x 2160p (24, 50, 60 Hz), 3840 x 2160p (24, 25, 30, 50, 60 Hz), 1080p (30, 50, 60, 100, 120 Hz), 1080/24p, 1080i (50, 60 Hz), 720p (30, 50, 60 Hz), 720/24p, 576p, 480p
PICTURE MODES	Vivid, Standard, Cinema, Game, Gra phics, Photo, Custom, Dolby Vision Bright, Dolby Vision Dark, Netflix c alibrated
Sound (Speakers and Amplifier)	
AUDIO POWER OUTPUT	20W+20W+10W+10W
SPEAKER TYPE	Acoustic Surface Audio+
SPEAKER CONFIGURATION	Actuator x2, Subwoofer x2
Sound (Processing)	
DOLBY AUDIO FORMAT SUPPORT	Dolby™ Audio(Dolby™ Digital, Dolby™ Digital Plus, Dolby™ AC-4)
DTS AUDIO FORMAT SUPPORT	DTS Digital Surround
SIMULATED SURROUND SOUND	S-Force front surround
SOUND MODES	Standard, Dialogue, Cinema, Music, Sports, Dolby Audio
TV CENTER SPEAKER MODE	Yes
Software	
OPERATING SYSTEM	Android™
ON-BOARD STORAGE (GB)	16 GB

DISPLAY LANGUAGE	ENGLISH/SIMPLIFIED CHINESE/TR ADITIONAL CHINESE /AFRIKAANS/ ARABIC/INDONESIAN/PERSIAN/S WAHILI/THAI/VIETNAMESE/ZULU/ FRENCH/PORTUGUESE/RUSSIAN/ BENGALI/GUJARATI/HINDI/KANNA DA/MALAYALAM/MARATHI/PANJA BI/TAMIL/TELUGU
TEXT INPUT LANGUAGE	ARABIC / BULGARIAN / CATALAN / CROATIAN / CZECH / DANISH / DU TCH / ENGLISH / ESTONIAN / FINN ISH / FRENCH / GERMAN / GREEK / HEBREW / INDONESIA N / ITALIA N / JAPANESE / NORWEGIAN / PE RSIAN / POLISH / PORTUGUESE / ROMANIAN / RUSSIAN / SLOVAK / SLOVENIAN / SPANISH / SWEDIS H / THAI / TURKISH / UKRAINIAN / VIETNAMESE
VOICE SEARCH	(Voice Search) Yes ³ / (Built-in Mic) Yes
ELECTRONIC PROGRAMME GUIDE (EPG)	Yes
INTERNET BROWSER	Vewd
APPLICATION STORE	Yes (Google Play Store)
ON/OFF TIMER	Yes
SLEEP TIMER	Yes
TELETEXT	Yes
AUTO CALIBRATION WITH CALMAN®	Yes ⁴
CLOSED CAPTIONS (ANALOG/DIGITAL)	(Analogue)- (Digital) Subtitle
Power and Energy saving	
SCREEN SIZE (INCH, MEASURED DIAGONALLY) *	55 (54.6)
POWER CONSUMPTION (IN OPERATION)	373 W
POWER CONSUMPTION (IN STANDBY)	0.5W
PRESENCE OF LEAD	Yes
POWER REQUIREMENTS (VOLTAGE/FREQUENCY)	50/60 Hz AC 110-240 V
POWER SAVING MODE / BACK LIGHT OFF MODE	Yes
DYNAMIC BACKLIGHT CONTROL	Yes
LIGHT SENSOR	Yes
Design	
BEZEL COLOUR	Black
STAND DESIGN	Dark Silver
Built-in Tuner	
NUMBER OF TUNERS (TERRESTRIAL/CABLE)	1(Digital/Analogue)
TV SYSTEM (ANALOGUE)	B/G, D/K, I, M
TUNER CHANNEL COVERAGE (ANALOGUE)	45.25 Mhz–863.25 MHz (Depends on country/area selection)
TV SYSTEM (DIGITAL TERRESTRIAL)	DVB-T/T2
TUNER CHANNEL COVERAGE (DIGITAL TERRESTRIAL)	VHF/UHF (Depend on country/are a selection)

Accessibility	
SCREEN READER	Yes
AUDIO DESCRIPTION (AUDIO KEY)	Audio Description
CLOSED CAPTION	Subtitle
TEXT MAGNIFICATION	Yes
ACCESSIBILITY SHORTCUT	Yes
VOICE SEARCH	Yes
Accessories	
ACCESSORIES	Wallmount Bracket (SU-WL450 [Terminal access limitation], SU-WL85 0 [Refer to Country/Area Handling Chart]) Depends on country selection
4K	3,840 x 2,160 pixels
	Accessories used for the installation of tv on the wall or table will be provided by the contractor free of cost.

Specifications for Sound Bar		
Size & Approx. WEIGHT	MAIN UNIT SIZE – BODY ONLY (W X H X D) APPROX WEIGHT – BODY ONLY 890 mm x 64 mm x 96 mm (35 1/8 x 2 5/8 x 3 7/8) *Not including projection portion	MAIN UNIT 3.1 kg / 6 lb 13 2/5 oz
Amplifier	AMPLIFIER TYPE CHANNELS Digital Amplifier, S-Master	AMPLIFIER 3
Interface	INPUT AND OUTPUT TERMINALS VERSION USB type A (firmware update only) BLUETOOTH® RX (receiver)	BLUETOOTH® 5.0 HDCP2.2 2.2/2.3
HDMI	NUMBER OF INPUT/OUTPUT GAMMA) Input/Output: 1/1 (ARC/eARC) EARC Yes 4K/60P/YUV4:4:4 Yes HDR Yes DOLBY VISION™ COMPATIBLE Yes	HLG (HYBRID LOG HDCP2.2 BRAVIA® SYNC HDMI CEC Yes

Audio formats	HDMI INPUT (RECEIVER) Dolby Digital, Dolby Digital plus, Dolby True HD, Dolby Digital, DTS HD High Resolution Audio, DTS HD Master Audio, DTS ES, DTS 96/24, DTS: X, MPEG2-AAC	BLUETOOTH® AAC, SBC, Lbby Dual mono, DTS,
	HDMI EARC Dolby Digital, Dolby Digital plus, Dolby TrueHD, Dolby Atmos, Dolby Dual mono, DTS, DTS HD High Resolution Audio, DTS HD Master Audio, DTS ES, DTS 96/24, DTS: X, MPEG2-AAC	
Sound Function	SOUND MODE TECHNOLOGY Auto Sound, Cinema, Music, Game, News, Sports, Engine (Dolby Speaker Standard Virtual:X) SOUND EFFECT Night Mode, Voice Mode	VIRTUAL SURROUND S-Force PRO, Vertical Surround Center Virtual/DTS
Speaker Layout	SPEAKER STRUCTURE 2.1ch (built-in subwoofer)	
Wireless Features	TV WIRELESS CONNECTION Yes	
Details	POWER CONSUMPTION 32 W	WALL-MOUNTABLE Yes
What's In The Box	Remote Control	AC Cord
	Batteries for remote commander	Quick Setup Guide
	HDMI Cable	Instruction Manual
	AC Adaptor	

Procedure for participation in e-Tendering

Procedure for participation in e-Tendering

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnlTrustline/SafeScripT/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.

17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the eProcurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online eProcurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

JOINT VENTURE (J.V.)

If J.V. is allowed following conditions and requirements must be fulfilled –

1. Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements:
 - a. one of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. the bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. all partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of a successful bid];
 - e. The joint venture agreement should indicate the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution and completion of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria required for the bid. All the partners collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of a Joint Venture shall be in the name of the partner Lead Partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. Attach the agreement among all partners of the joint venture [and which is legally binding on all partners], which shows the requirements as indicated in the Instructions to Bidders'.
6. Furnish details of participation proposed in the joint venture as below:

DETAILS OF PARTICIPATION IN THE JOINT VENTURE FIRM

PARTICIPATION DETAILS	A' (Lead Partner)	'FIRM 'B'	FIRM 'C'
Financial			
Name of the Banker(s)			
Planning			
Construction Equipment			
Key Personnel			
Execution of Work (Give details on contribution of each			

The partners of J.V. should satisfy the qualification criteria as below,

- a. The Lead Partner must meet at least 50% requirement of technical and financial eligibility criteria required for the bid.
 - b. The other partner(s) must meet at least 25% requirement of technical and financial eligibility criteria required for the bid.
 - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
- 8 For meeting the minimum qualification criteria of experience of supply nature work, every partner can have experience of different works as defined in supply nature works and together should have the experience of all types of works described in supply nature works.

ANNEXURE-H

(See clause 12 of Section 2 ITB & clause 4 of GCC)

ORGANIZATIONAL DETAILS

(To be enclosed with technical proposal)

S.N.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP Registration no..... date.....	(Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/Proprietary Firm/Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	
17.	GST NO.	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association along with registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal

Date:

FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C)

NAME OF WORK: _____
(Name of the work as appearing in the bid for the work)

I/We do hereby BID to execution of the above work within the time specified at the rate (In figures) _____ (In words) _____ percent below / above or at par based on the Bill of Quantities and item wise rates given therein in all respects and in accordance with the specifications, designs, drawings and instructions in writing in all respects in accordance with such conditions so far as applicable.

I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/ kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labour etc. required for the satisfactory execution of contract.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Executive Director, Indore Smart City Development Limited, Indore or his successors in office the sums of money mentioned in the said conditions.

Note:

- i. Only item wise rates are quoted at par based on the Bill of Quantities.*
- ii. Item wise rates shall be quoted in figures as well as in words. If any difference in figures and words is found lower of the two shall be taken as valid and correct rate. If the bidder is not ready to accept such valid and correct rate and declines to furnish performance security and sign the agreement his earnest money deposit shall be forfeited.*
- iii. In case the percentage "above" or "below" is not given by a bidder, his bid shall be treated as non-responsive.*
- iv. All duties, taxes, and other levies payable by the bidder shall be included in the Item wise rates quoted by the bidder. GST paid extra as per prevailing rate.*

Signature of Bidder
Name of Bidder

The above bid is hereby accepted by me on behalf of the Executive Director, Indore Smart City Development Limited, Indore dated the _____ day of _____ 20__

Signature of Officer by whom accepted

No. /ISCDL/2020-21

Date:

Letter of Acceptance

To,
M/s
Address
Pincode;
E-Mail:
Mobile No.:

Ref: -: NIT No:
Online Tender ID

This is to inform you that that your financial bid dated xx/xx/xxxx for "-----
-----", quoted by you
i.e. Rs.xxxxxxxx.00 (xxxxxxxxxxxx only), has been accepted on behalf of Indore Smart City Development
Limited.

You are requested to agree terms and conditions asper RFP Document.

Chief Executive Officer
Indore Smart City Development Limited, Indore

SECTION 3
Conditions of Contract

Part – I General Conditions of Contract [GCC]

Table of Clauses of GCC

Clause No.	Particulars	Clause No.	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions		
2	Interpretations and Documents	22	No compensation for alterations in or restriction of work to be carried out.
3	Language and Law	23	No Interest payable
4	Communications	24	Recovery from Contractors
5	Subcontracting	25	Tax
6	Personnel	26	Check Measurements
7	Force Majeure	27	Termination by Engineer in charge
8	Contractor's Risks	28	Payment upon Termination
9	Liability For Accidents To Person	29	Performance Security
10	Contractor to Construct the Works	30	Security Deposit
11	Discoveries	31	Price Adjustment
12	Dispute Resolution System	32	Mobilization and Machinery Advance
	B. Time Control	33	Secured Advance
13	Programme	34	Payment certificates
14	Extension of Time		E. Finishing the Contract
15	Compensation for Delay	35	Completion Certificate
16	Contractor's Quoted <i>Item wise rates</i>	36	Final Account
	C. Quality Control		F. Other Conditions of Contract
17	Tests	37	Currencies
18	Correction of Defects noticed	38	Labour
	D. Cost Control	39	Compliance with Labour Regulations Defect Liability Period
19	Variations - Change in original	40	Audit and Technical
20	Extra Items	41	Deaths and Permanent Invalidity of Specifications, Designs, Drawings etc. Contractor
		42	Jurisdiction

A. General

1. DEFINITIONS

- 1.1 **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Bid.
- 1.2 **"Chief Executive Officer"** means the Chief executive officer as defined under the relevant section of the article of association;
- 1.3 **"Completion"** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.
- 1.4 **"Contract"** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carries the same meaning wherever used.
- 1.5 **"Contract Data Sheet"** means the documents and other information which comprise of the Contract.
- 1.6 **"Contractor"** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.
- 1.7 **"Contractor's bid"** means the completed bid document submitted by the Contractor to the Employer.
- 1.8 **"Contract amount"** means the amount of contract worked out on the basis of accepted bid.
- 1.9 **"Completion of work"** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.
- 1.10 **"Day"** means the calendar day.
- 1.11 **"Defect"** means any part of the work not completed in accordance with the specifications included in the contract.
- 1.12 **"Drawings"** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.
- 1.13 **"Department"** means Indore Smart City Development Limited, Indore as the case may be.
- 1.14 **"Employer"** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer.
- 1.15 **"Engineer"** means the person named in contract data sheet.
- 1.16 **"Engineer in charge"** means the person named in the contract data.
- 1.17 **"Equipment"** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.
- 1.18 **"Executive Director"** means the executive director of the Board as appointed under the provision of the article of association;
- 1.19 **"Government"** means Government of Madhya Pradesh.
- 1.20 **"In Writing"** means communicated in written form and delivered against receipt.
- 1.21 **"Material"** means all supplies including consumables used by the Contractor for incorporation in the work.
- 1.22 **"Stipulated date of completion"** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.
- 1.23 **"Specification"** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.
- 1.24 **"Start Date"** means the date 14 days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.
- 1.25 **"Sub-Contractor"** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the supply /construction work under the Contract.

1.26 “Temporary Work” means work designed, constructed, installed, and removed by the Contractor that are needed for supply/construction or installation of the work.

1.27 “Tender/ Bid, Tenderer/ Bidder” are the synonyms and carry the same meaning where ever used.

1.28 “Variation” means any change in the work which is instructed or approved as variation under this contract.

1.29 “Work” the expression **"work" or "works"** where used in these conditions shall unless there be something either in the subject or context repugnant to such supply / construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations: In the contract, except where the context requires otherwise:

- a. words indicating one gender include all genders;
- b. words indicating the singular also include the plural and vice versa.
- c. provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- d. written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract:

1. NIT with all amendments.
2. Instructions to Bidders
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; with all Annexures
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings
6. Bill of Quantities
7. Technical and Financial Bid
8. Agreement
9. Any other document (s), as specified.

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. Subcontracting

Subcontracting shall be permitted for contracts value more than amount specified in the Contract Data with following conditions.

- a. The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.
- b. The following shall not form part of the sub-contracting:
 - i. hiring of labour through a labour contractor,
 - ii. hiring of plant & machinery
- c. The sub-contractor will have to be registered in the appropriate category in the centralized registration system for contractors of the GoMP.

6. Personnel

- 6.1 The Contractor shall employ for the supply / construction work and routine maintenance the technical personnel as provided in the Annexure I-3 of Bid Data sheet, if applicable. If the Contractor fails to deploy required number of technical staff, recovery as specified in the Contract Data will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
 - a) Which is beyond a party's control,
 - b) Which such party could not reasonably have provided against before entering into the contract,
 - c) Which, having arisen, such party could not reasonably have avoided or overcome, and
 - d) Which is not substantially attributed to the other Party

Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
 - (ii) Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
 - (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,
- 7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve

months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the employer, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. Contractor to Construct the Works

- 10.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data
- 10.2 In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implement and generally of all means used for the fulfillment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. Dispute Resolution System

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No issue of dispute can be raised after 45 days of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 12.3 The Competent Authority shall decide the matter within 45 days.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the Madhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the supply works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment's being placed in field laboratory and the location of field laboratory along with the Programme
- 13.3 An update of the Programme shall be a Programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. Extension of Time

- 14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.
- 14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under clause- 15 of this agreement.
- 14.3 In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. Compensation for delay

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5 In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in- charge shall retain from the bills of the Contractor Amount equal to the liquidated damages leviable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.
- 15.6 If the contractor is given extension of time after liquidated damages have been paid, the engineer in charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.
- 15.7 In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

16. Contractor's quoted Item wise rates

The contractor's quoted **Item wise rates** referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material supplied by the department.

C. Quality Control

17. Tests

17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether preformed in his laboratory or elsewhere.

17.2 The contractor shall have to establish field laboratory within the time specified and having such equipment's as are specified in the Contract Data.

17.3 Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

17.4 Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through Laboratories accredited by National Accreditation Board of Laboratories (NABL) by the Engineer-In – Charge and the cost of the such testing shall be deducted from the payments due to Contractor.

18. Correction of Defects noticed during the Defect Liability Period

18.1 deleted

D. Cost Control

19. Variations - Change in original Specifications, Designs, Drawings etc.

19.1 The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

20. Extra items

20.1 Deleted

21. Payments for Variations and/ or Extra Quantities

21.1 The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order: -

- a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.
- b. Deleted
- c. Deleted
- d. Deleted

22. No compensation for alterations in or restriction of work to be carried out.

- 22.1 If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2 The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3 The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. Recovery from Contractors

deleted

25. Tax

- 25.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. **GST paid extra as per prevailing rate.**
- 25.2 The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor. Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor.

26. Check Measurements

- 26.1 The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2 Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3 Any over/excess payments detected, as a result of such check measurement or otherwise at any stage up to the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1 If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2 The Engineer in charge shall be entitled to terminate the contract if the Contractor
- Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - the Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;

- f. If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g. if the Contractor, in judgment of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h. Any other fundamental breaches as specified in the Contract Data.
- 27.3 In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.
- 27.4 Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

- 28.1 If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer-in-charge and shall be final and binding on both the parties.
- 28.2 Payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.
- 28.3 If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.

29. Performance Security

Deleted

30. Security Deposit

Deleted

31. Price Adjustment

31.1 Applicability

1. Price adjustment shall be applicable only provided for in the contract data.
2. The price adjustment clause shall apply the works executed from the date of signing of the agreement until the end of the intended completion date or extensions granted for reasons
3. attributed to the Employer by Engineer The contractor shall not be entitled any benefit arising from the price adjustment clause for
4. extension in the contract period reasons attributed to the contractor. In the Force Majeure event price escalation clause shall apply.

31.2 Procedure

1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following and procedures and as per formula given in the contract data.
2. The price adjustable shall be determined from the formula given in the contract data.
3. Following expression and meaning are assigned to done during each quarter:

R= Total value of work during the quarter include the amount of secured advance granted, if any, during the secured advance recovered, if any during 3 the quarter, less value of department, if any during the quarter. Approx WEIGHTages of various components they shall be as per the Contract Data.

- 31.3 To the extent that full compensation any rise or fall in costs to the contractor is not covered by the provisions of this or clauses in the contact, the unit rates and prices included in the contract shall be deemed amounts to cover the contingency of such other rise or fall in costs.
- 31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
- 31.5 For the purpose of clarity it is pointed out that the adjustment may be either positive or negative, i.e. if the price adjustment is in favor the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Machinery

- 32.1 Deleted

33. Secured Advance

- Deleted

34. Payment Certificates

The payment to the contractor will be as follows for supply and installation work:

- a. The contractor shall submit the bill to the engineer of the value of the work executed along with installation report issued by the engineer.
- b. The engineer shall check the Contractor's bill and certify the amount to be paid to the contractor.
- c. The value of work executed shall be determined, based on the measurements approved by the Engineer/ Engineer in charge.
- d. The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.

E. Finishing the Contract

35. Completion Certificate

- 35.1 A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.
- 35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

36. Final Account

- 36.1 The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.
- 36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days. G. Other Conditions of Contract.

F. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

38.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

39.1 During continuance of the Contract, the Contractor and his sub-Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to supply/construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. Death or permanent invalidity of contractor

During continuance of the contract, the contractor and his sub- contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications, and bye laws of the state or central government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the state or the major labour laws that are applicable to supply/construction industry are given in the contract data. The contractor shall keep the employer indemnified in case any action is taken against the employer by the competent authority on account of contravention of any of the provisions of any Act or rules made their under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules regulations including amendments, if any,

on the part of the contractor, the engineer/employer shall have the right to deduct from any money due to the contractor including his amount of performance of security. The employer/engineer shall also have right to recover from the contractor any sum required or estimated to be required for making good the loss or damage suffered by the employer. The employees of the contractor and the sub-contractor in no case shall be treated as the employees of the employer at any point of time.

42. Jurisdiction

This contract has been entered into the State of Madhya Pradesh and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Indore or of the courts at the place where this agreement is entered into. No other jurisdiction shall be applicable.

[End of GCC]

CONTRACT DATA SHEET

Clause Reference	Particulars	Data
1.14	Employer	Indore Smart City Development Limited, Indore
1.15	Engineer	Engineer as notified by employer
1.16	Engineer In Charge	Executive Engineer of ISCDL
1.22	Stipulated period of completion	10 Days
3	Language & Law of Contract	English and Indian Contract Act 1872
4	Address & contact details of the Contractor	As per "Annexure – "H"
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	-
5	Subcontracting permitted for contract value	Not permitted
6	Technical Personnel to be provided by the contractor	As per 'Annexure-I' (Format I-3)
	Penalty, if required Technical personal not employed	NA
10	Specifications	As per "Annexure – E"
12	Competent authority for deciding dispute under Dispute resolution system	Chief Executive Office, ISCDL, Indore
	Appellate Authority for deciding dispute under Dispute resolution system	Executive Director, ISCDL, Indore
13	Period of submission of updated Supply program	7 Days
14	Competent authority for granting time permission	Executive Director, ISCDL, Indore
15	Deleted	
17	List of equipment for lab	-
	Time to establish	-
	Penalty for not establishing lab	-
18	Defects Liability Period	-
21	Competent authority for determining the rate	Executive Director, ISCDL, Indore
27	Any other condition for breach of contract	-
28	Penalty	Deleted
29	Performance guarantee (Security) shall be valid up to	Deleted
30	Security deposit to be deducted from each running bill	Nil
	Maximum limit of deduction of Security Deposit	Nil
31	Price adjustment formula and procedure to calculate	Not Applicable
31.1 (1)	Price adjustment shall be applicable	Not Applicable
32	32.1 Mobilization and supply /Construction Machinery Advance applicable	No Mobilization Advance and supply /Construction Machinery Advance payable
	32.2 If yes, unconditional Bank Guarantee	-

Clause Reference	Particulars	Data
	32.3 If Yes Rate of Interest	-
	32.4 If Yes, Type and Amount that can be paid	-
	32.5 If Yes, Recovery of Payment	-
33	33.1 Secured Advance Payable	No Secured Advance Payable
	33.2 If Yes, Amount of Secured Advance	-
	33.3 If Yes, Conditions for Secured Advance	-
	33.4 If Yes, Recovery of Secured Advance	-
35	Completion Certificate – after physical completion of work	Deleted
	Final Completion Certificate – after final payment on completion of the work.	As per Annexure – V
39	Salient features of some of the major labour laws that are applicable	As per Annexure – W

Annexure-V

(See clause 35 of section 3 -GCC)

Final Completion Certificate

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

a. Page No. & MB No. _____

b. Date _____

Certified that the above-mentioned work was physically completed
on _____ (date) and taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue: _____

Engineer in Charge _____

Indore Smart City Development Limited, Indore

Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 10 Days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.

- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations for employment of children in all other occupations and processes. Employment of child labour is prohibited in building and construction industry.
- (n) Inter -State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter- State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 3

Conditions of Contract

Special Conditions of Contract [SCC] Part II (A)

The Contractor shall:

1. No Extra Payment made for HDMI cable, accessories and labour for connection.
2. The successful bidder will be required to supply the items as per specifications given in the technical bid document and would have to install the same as per requirement of ISCDL.
3. The agency selected shall not sublet the deal to any other firm/agency. The agency shall complete the supply of the items within 10 Days from the date of placement of the work order.
4. The items should be securely packed to withstand transportation and delivered in perfect condition.
5. The product shall be under warranty (Including all labour and material etc. Complete) for a period of one year from the date of supply with the provision for extended warranty.
6. Agency shall be responsible for arranging at its own cost all products/items and all services required for executing the supply and installation of the LED TVs unless otherwise specifically provided for in the contract documents.
7. The actual procurement of the specified items may increase at the discretion of ISCDL.
8. Contractor should be supply of increase item on quoted rate.
9. While submitting the tender for this work, the tenderers will be deemed to have read, understood and accepted all the items and conditions stated in the tender document and shall be complied with by the tendering firm.
10. In the event of any disputes arising out of the execution of Rate Contracts/Supply Orders, the matter will be referred to CEO- ISCDL.
11. CEO-ISCDL reserves the right to withdraw/relax any of the terms and conditions mentioned in tender document.
12. It will be the responsibility of the supplier to ensure that items supplied are of the good and standard quality and free from all defects. The acceptance of items will be given only when the items are found up to the sample accepted in applicable cases, requisite quality and free from all defects. The decision of the CEO-ISCDL shall be final as to the quality of the items and shall be binding upon the tenderers. Any item fails conformity with applicable sample or specification or quality will be rejected out rightly and it shall be replaced immediately at the risk and cost of the supplier.
13. Supply item should be supported with delivery challan.
14. All the terms and conditions and other instructions mentioned in the tender document are the part of contract agreement. For which all contractors are abide by to comply them.

Section 4 Bill of Quantities

S. No.	Items	Quantity	Unit	Rate	Amount
1	"Supply and Installation of OLED (Organic Light-Emitting Diode) 55 Inch TV in ISCDL office Indore" including HDMI cable for laptop/desktop connection, accessories and labour for connection	01	Each		
2.	Sound Bar - 2.1ch Dolby Atmos/DTS:X Single Soundbar with built-in subwoofer with HDMI eARC4 cable	01	Each		
3.	Warranty for 2nd year (Including all labour and material etc. Complete)	01	Per Year		
4.	Warranty for 3rd year (Including all labour and material etc. Complete)	01	Per Year		
	Total Amount				

Note: -

1. The quantity may increase over a period of contract.
2. The rates of items shall also include all, vat, excise duty, surcharge, VAT, State tax and local taxes etc., if any and GST paid extra as per pervading rate.
3. No Extra Payment made for HDMI cable, accessories and labour for connection.

**SECTION 5
FORM OF AGREEMENT**

Deleted